ments are valid when entered into directly between husband and wife. *Patterson* v. *Patterson,* 111 Ill. App. 342; *Roll* v. *Roll,* 51 Minn. 353.

If the provisions for the support of the wife are fair and equitable, it is generally held that the husband can avail himself of the separation agreement as a defense when suit is brought by the wife for alimony or in a criminal proceeding for non-support. *Killiam* v. *Killiam,* 25 Ga. 186; *Commonwealth* v. *Richards,* 131 Pa. St. 209; *Taylor* v. *Taylor,* 32 Misc. (N. Y.) 312. This may not always be done, however, some courts holding that a separation agreement will not bar the wife's action. *Miller* v. *Miller,* 1 N. J. Eq. 386; *Gaines' Administratrix* v. *Poor,* 60 Ky. (3 Metc.) 503.

INSURANCE—EMPLOYER'S LIABILITY—NOTICE OF INJURY.—Plaintiffs were owners of certain mines and Y Bros., co-plaintiffs, were operating said mines, the proceeds being divided between them and plaintiff company. The latter took out with defendant a contract of indemnity insurance in favor of itself and Y Bros. to cover liability for accidents to employes. Y Bros. knew nothing of the policy. A man was injured at the mine but was kept from his work by the injury only a day or two, and made no complaint until about eight months thereafter, when he brought suit. Plaintiff company had no knowledge of the accident until the day before suit was commenced. They at once notified the insurance company, which denied liability on the ground that immediate notice of accident was not given in accordance with the terms of the contract. The injured man recovered from the mining company and Y Bros., who now seek to recoup on the policy. *Held,* defendant is not liable. *Deertrail Con. Min. Co. et al.* v. *Maryland Cas. Co.* (1904), — Wash. —, 78 Pac. Rep. 135.

Immediate notice is universally construed to mean notice within a reasonable time. And what is a reasonable time is ordinarily a question of fact for the jury, taking into consideration all the circumstances of the case. Where the facts are undisputed, the question is one of law for the court. MAY ON INSURANCE (4th Ed.), II § 462; *Ward* v. *Maryland Cas. Co.,* 71 N. H. 262; *Columbia Paper St. Co.* v. *Fidelity & Cas. Co.,* — Mo. —, 78 S. W. 320; *Mandel* v. *Fidelity & Cas. Co.,* 170 Mass. 173; *McFarland* v. *Acc. Assn.,* 124 Mo. 218; *Underwood Veneer Co.* v. *London Guar. & Acc. Co.,* 100 Wis. 378. In several cases where the policy provided that notice of accident or loss should be given within a certain time specified, notice given after that time has been held sufficient under the circumstances, though delay was through no fault of the insurer. *Trippe* v. *Prov. Fund Soc.,* 140 N. Y. 23; *Woodmen's Acc. Assn.* v. *Pratt,* 62 Neb. 673; *Kentzler* v. *Am. Mut. Acc. Assn.,* 88 Wis. 589. But contra, *Gamble* v. *Acc. Assn.,* 4 Ir. R. C. L. 204. The holding in the principal case is no doubt correct and in accord with the great majority of former decisions, though the case of *Chamberlain* v. *Ins. Co.,* 55 N. H. 249, seems to take precisely the opposite view.

INTOXICATING LIQUORS—LICENSE NON-TRANSFERABLE.—A board of Fire and Police Commissioners granted a liquor license. Remonstrant showed by undisputed evidence that the applicant had no interest whatever in the license as it was for the exclusive use of a third party. *Held,* that the